

Exhibit M-R

Additional Excerpts from Plaintiff McNally Deposition (pp. 221-228)

In The Matter Of:
DAVID AGOADO, et al. v.
MIDLAND FUNDING, LLC, et al.

LEEANN MCNALLY
June 26, 2015

Cindy Afanador

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Min-U-Script®

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1 LeeAnn McNally
 2 **A. Yes.**
 3 Q. Have you seen this document
 4 before?
 5 **A. Doesn't look familiar.**
 6 Q. For the record, this is stamped
 7 MCM-0311 through MCM-0313 consecutive.
 8 Do you see a line that identifies
 9 the original creditor in this letter near the
 10 top?
 11 **A. Yes.**
 12 Q. Who's the original creditor?
 13 **A. Ben Fisher.**
 14 Q. And the first paragraph of this
 15 letter states, "Midland Funding, LLC recently
 16 purchased a Beneficial account and Midland
 17 Credit Management (MCM), a debt collection
 18 company, is the servicer of this obligation."
 19 Do you understand what that
 20 paragraph means?
 21 **MR. BIANCO:** Objection to the
 22 form of the question.
 23 **A. Yes.**
 24 Q. What does that mean to you?
 25 **A. It means the debt collection**

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1 LeeAnn McNally
 2 **company is now going to try to get money from**
 3 **me.**
 4 Q. And to whom is this letter
 5 addressed?
 6 **A. Me.**
 7 Q. And what's the address to which
 8 it is addressed?
 9 **A. 151 Hilary Street, Oakdale.**
 10 Q. Can you read the next paragraph
 11 to yourself?
 12 **A. (Witness complying.)**
 13 **Okay.**
 14 Q. Do you remember receiving this
 15 letter?
 16 **A. No.**
 17 Q. Do you have any reason to believe
 18 it was not sent to the 151 Hilary Street
 19 address?
 20 **A. No.**
 21 Q. Do you believe this letter
 22 represents that your account might be sent to
 23 an attorney if you did not pay the debt?
 24 **MR. BIANCO:** Objection to the
 25 form of the question.

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1 LeeAnn McNally
 2 **A. Yes.**
 3 Q. And what is your understanding of
 4 the meaning of the second paragraph of this
 5 letter?
 6 **A. If I don't contact them, they**
 7 **will go and get an attorney.**
 8 Q. And in the third paragraph, did
 9 they give you a time period by which to
 10 contact them?
 11 **MR. BIANCO:** Objection to the
 12 form of the question.
 13 **A. December 3rd of 2011.**
 14 Q. And by them?
 15 **A. Midland Funding, Midland Credit**
 16 **Management.**
 17 Q. Do you understand that there is a
 18 difference between Midland Funding, LLC and
 19 Midland Credit Management, Inc.?
 20 **A. No. I notice it's mentioned in**
 21 **the first paragraph and -- okay, so Midland**
 22 **Funding purchased it, but Midland Credit**
 23 **Management services the debt collection**
 24 **company? I don't understand.**
 25 Q. Okay.

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1 LeeAnn McNally
 2 Well, if you look at the first
 3 paragraph, how do you understand the role of
 4 Midland Funding, LLC and Midland Credit
 5 Management, Inc. as set forth in that
 6 paragraph?
 7 **MR. BIANCO:** Objection to the
 8 form of the question.
 9 **A. Midland Funding purchased my**
 10 **Beneficial account and Midland Credit**
 11 **Management is the servicer of this obligation.**
 12 Q. And if you look down, you will
 13 see in all caps it states "Notice: Please see
 14 reverse side for important disclosure
 15 information."
 16 Is that correct?
 17 **A. Yes.**
 18 Q. If you flip to page 2, which I
 19 will represent to you in the original was the
 20 reverse side. Just take a minute to look at
 21 the text there.
 22 **A. (Witness reviewing.)**
 23 Q. I will just ask the start of the
 24 long paragraph at the top. It states, "The
 25 records associated with the purchase from

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1 LeeAnn McNally
 2 Beneficial reflect that you are obligated on
 3 this account which is in default. As of the
 4 date of this letter, you owe \$6,666.15."
 5 Do you have any reason to dispute
 6 that statement?
 7 **MR. BIANCO:** Objection to the
 8 form of the question.
 9 **A. The amounts keep changing, but**
 10 **that's about it.**
 11 Q. Next sentence states, "Because of
 12 interest/late fees and other charges that may
 13 vary from day to day, the amount due on the
 14 day you pay may be greater."
 15 Would you agree that that is what
 16 that states?
 17 **A. Yes.**
 18 Q. Looking back at what has been
 19 marked McNally 18, if you look at the last
 20 page of that document, please?
 21 **A. (Witness complying.)**
 22 Q. Under sale amount, what is that
 23 figure?
 24 **A. \$6,661.60.**
 25 Q. And looking forward to McNally

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1 LeeAnn McNally
 2 19 --
 3 **A. (Witness reviewing.)**
 4 Q. What is the figure listed?
 5 **A. \$6,666.15.**
 6 Q. Did you make any payments to
 7 Midland Credit Management, Inc. on the
 8 Beneficial account?
 9 **A. I don't recall.**
 10 Q. Do you recall if you ever spoke
 11 with Midland Credit Management, Inc.?
 12 **A. I don't recall.**
 13 Q. Continuing on page 2 of McNally
 14 19, under the paragraph I was just referring
 15 to, it states -- the paragraph below it states
 16 "Unless you notify MCM within 30 days after
 17 receiving this notice that you dispute the
 18 validity of the debt or any portion thereof,
 19 MCM will assume this debt to be valid."
 20 Is that an accurate statement?
 21 **A. Yes.**
 22 Q. You are stating that you did not
 23 notify your creditors when you lived at the
 24 Hilary Street address?
 25 **MR. BIANCO:** Objection to form.

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1 LeeAnn McNally
 2 **A. I changed my address.**
 3 Q. How did you change your address?
 4 **A. I went to the post office.**
 5 Q. Did you notify the New York
 6 Department of Motor Vehicles that you changed
 7 your address?
 8 **A. Yes.**
 9 **MR. BIANCO:** Objection to the
 10 form of the question.
 11 **THE WITNESS:** Sorry.
 12 **MR. BIANCO:** She asked and
 13 answered that again.
 14 Q. Did you notify any creditors when
 15 you changed your address?
 16 **A. I changed my address, I felt like**
 17 **that should have covered it. I didn't know I**
 18 **had to call everybody and tell them my address**
 19 **changed.**
 20 Q. If you look at the third page of
 21 this document --
 22 **MR. BIANCO:** Did you get all of
 23 that, Cindy?
 24 **THE COURT REPORTER:** Yes.
 25 Q. So there is -- under Transaction,

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1 LeeAnn McNally
 2 it states, "The above-referenced account was
 3 purchased by Midland Funding, LLC and serviced
 4 by Midland Credit Management, Inc. (MCM) the
 5 balance of \$6,666.15 is due by December 3,
 6 2011."
 7 Is that what that states?
 8 **A. Yes.**
 9 Q. Do you have any reason to dispute
 10 the accuracy of that statement?
 11 **A. No.**
 12 Q. Did you ever happen to request
 13 validation of the debt from Midland Credit
 14 Management, the Beneficial debt?
 15 **A. No.**
 16 **MR. BIANCO:** We have been going
 17 for about an hour and a half. Can we
 18 take a few minutes?
 19 **MR. MATTHEW JOHNSON:** Sure.
 20 (Recess taken.)
 21 (At this time, Robert Arleo
 22 disconnected from the call.)
 23 (McNally Exhibit 20, Document Bates
 24 stamped MCM-0325 through MCM-0331, marked
 25 for identification.)